

# EXHIBIT 1

13:12:40

## IN THE UNITED STATES DISTRICT COURT

## FOR THE DISTRICT OF DELAWARE

ARM LTD., )  
a U.K. corporation, )  
Plaintiff, )  
v. ) C.A. No. 22-1146(MN)  
QUALCOMM, INC., )  
a Delaware corporation, )  
et al., )  
Defendants. )

Thursday, March 7, 2024  
2:13 p.m.  
Oral Argument

844 King Street  
Wilmington, Delaware

BEFORE: THE HONORABLE MARYELLEN NOREIKA  
United States District Court Judge

## APPEARANCES:

YOUNG CONAWAY STARGATT & TAYLOR  
BY: ANNE SHEA GAZA, ESQ.  
BY: ROBERT M. VRANA, ESQ.

-and-

MORRISON FOERSTER, LLP  
BY: KYLE W.K. MOONEY, ESQ.  
BY: NICHOLAS R. FUNG, ESQ.  
BY: DANIEL MACKNIDES, ESQ.

Counsel for the Plaintiff

## 2 APPEARANCES CONTINUED:

MORRIS NICHOLS ARSHT & TUNNELL LLP  
BY: JACK BLUMENFELD, ESQ.

-and-

PAUL WEISS  
BY: KAREN L. DUNN, ESQ.  
BY: ERIN MORGAN, ESQ.

Counsel for the Defendants

FISH & RICHARDSON  
BY: NITIKA GUPTA FIORELLA, ESQ.

-and-

WALKER STEVENS CANNOM, LLP  
BY: HANNAH L. CANNOM, ESQ.

Counsel for Apple, Inc.

WILSON SONSINI GOODRICH & ROSATI  
BY: BRAD SORRELS, ESQ.

Counsel for Ampere Computing

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13:37:07 21 THE COURT: All right. Good afternoon everyone.

14:13:23 22 Please be seated.

14:13:28 23 Ms. Gaza.

14:13:29 24 MS. GAZA: Good afternoon, Your Honor. Anne

14:13:31 25 Gaza on behalf of plaintiff, ARM. I'm joined today by Kyle

14:13:35 1 Mooney and Nicholas Fung of Morrison & Foerster as well as  
14:13:38 2 my colleague, Robert Vrana and Daniel Macknides.  
14:13:45 3 MR. BLUMENFELD: Good afternoon, Your Honor.  
14:13:48 4 Jack Blumenfeld from Morris Nichols for the Qualcomm  
14:13:52 5 defendants. And with me is Karen Dunn and Erin Morgan from  
14:13:56 6 Paul Weiss.  
14:13:56 7 THE COURT: Great.  
14:13:58 8 MS. GAZA: Your Honor, if I may, I'm sorry, I  
14:14:01 9 meant to mention also that third-party counsel for Ampere  
14:14:06 10 and Apple are in attendance as well if you would like their  
14:14:09 11 introduction.  
14:14:10 12 THE COURT: Sure. You guys can give me your  
14:14:12 13 input if you need to.  
14:14:15 14 All right. Let's start with -- so we have a  
14:14:19 15 couple of objections and we have the trial date issue. I  
14:14:25 16 saw there was another order from Judge Hatcher yesterday.  
14:14:28 17 Am I going to be getting objections for that, anyone?  
14:14:35 18 MR. MOONEY: No, Your Honor.  
14:14:35 19 THE COURT: I didn't get a yes or no. And when  
14:14:38 20 you speak, could you stand.  
14:14:39 21 MS. DUNN: Not from us, Your Honor.  
14:14:41 22 MR. MOONEY: No, Your Honor.  
14:14:42 23 THE COURT: Okay. Great. All right.  
14:14:45 24 Okay. Let's start with Mr., is it Son or Son?  
14:14:53 25 MS. DUNN: Yes, Your Honor. Karen Dunn for

14:14:56 1 Qualcomm.  
14:14:57 2 THE COURT: So I need you to really focus me on  
14:15:01 3 the standard here because I'm not looking at this de novo,  
14:15:07 4 and so I need you to focus on why this was clearly erroneous  
14:15:14 5 or contrary to law.  
14:15:16 6 MS. DUNN: I'm happy to do that, Your Honor. We  
14:15:19 7 have slides as to this argument that we can hand up if it  
14:15:24 8 pleases the Court. Thank you.  
14:15:25 9 THE COURT: Let me ask you this before I start.  
14:15:27 10 Is there really a dispute as to whether he told Samsung or  
14:15:39 11 others that Qualcomm's license was going to expire? Is that  
14:15:45 12 in dispute?  
14:15:46 13 MS. DUNN: There is a dispute about his  
14:15:48 14 statements. We know he -- there is no dispute that he made  
14:15:52 15 statements. I don't know, perhaps counsel for Arm can tell  
14:15:55 16 us whether they dispute that he said the license would  
14:15:58 17 expire. I don't think that's in the record.  
14:16:02 18 THE COURT: Why don't you guys talk about that  
14:16:04 19 because I need to understand what there is a dispute about  
14:16:06 20 so I can decide if he has superior or unique knowledge. If  
14:16:10 21 nobody disputes what you say he said, then I'm not sure I  
14:16:14 22 care as much. Why don't you guys talk about it. I can't  
14:16:19 23 believe you haven't done that already.  
14:16:23 24 (Discussion off the record.)  
14:16:25 25 MR. MOONEY: Your Honor, Rene Haas, the current

15:13:10 1 is clear that the protective order isn't sufficient to  
 15:13:13 2 require parties to produce information that's not relevant  
 15:13:16 3 in the case.

15:13:17 4 THE COURT: Let's say I'm not convinced that  
 15:13:19 5 it's not relevant.

15:13:20 6 MR. MOONEY: Your Honor is right, we are not  
 15:13:21 7 suggesting that Qualcomm outside counsel is going to  
 15:13:25 8 deliberately disclose this information to anybody, that's  
 15:13:28 9 not the concern. The concern is that this is highly  
 15:13:30 10 confidential competitive information that goes to the very  
 15:13:34 11 core of our business and to the very core of our  
 15:13:38 12 competitor's business and this is information that could be  
 15:13:40 13 misused by our competitors and our customers. And that any  
 15:13:45 14 risk that this information is inadvertently specifically or  
 15:13:50 15 generally used or disclosed by any counsel or anyone else  
 15:13:54 16 involved in the case who might have access to this  
 15:13:56 17 information under the protective order, which certainly  
 15:14:00 18 isn't just counsel sitting at the table is enough of a risk  
 15:14:03 19 that we worked very carefully with our customers, Apple  
 15:14:08 20 here, to remove as many --

15:14:11 21 THE COURT: You haven't worked at all with  
 15:14:12 22 anyone on the 2023 Apple agreement, that's just a big fat  
 15:14:17 23 no, right? You don't even have the first page of it that  
 15:14:20 24 says agreement.

15:14:21 25 MR. MOONEY: It is true that the Apple agreement

15:15:45 1 why is that different from this? Why do you think that if  
 15:15:52 2 someone, outside counsel for Qualcomm gets it, like what is  
 15:15:56 3 -- give me an example, what necessarily would they have to  
 15:15:59 4 disclose that's so -- that's so secret that it would be  
 15:16:04 5 harmful.

15:16:05 6 MS. CANNOM: Right. So speaking generally about  
 15:16:06 7 the termination provision, if they were entitled to see the  
 15:16:10 8 termination provision, then they would have to tell their  
 15:16:15 9 client whether the termination provision was similar or  
 15:16:17 10 different and that's why that mattered to the specific issue  
 15:16:20 11 here.

15:16:21 12 There are also other, you know, certain  
 15:16:23 13 licensing terms --

15:16:25 14 THE COURT: Well, I mean the termination  
 15:16:26 15 provision, that wasn't even something -- that was redacted  
 15:16:29 16 in the Google one, so I'm not sure why I understand that's  
 15:16:33 17 so secretive.

15:16:35 18 MS. CANNOM: And Apple's position is that  
 15:16:38 19 everything that's within the 2023 ALA is very highly  
 15:16:41 20 protected even within Apple.

15:16:44 21 THE COURT: That assumes a bit much to me.  
 15:16:47 22 You're telling me the very first words that say this ALA  
 15:16:51 23 between Apple and ARM, that's super secret. Come on, right  
 15:16:54 24 then you're losing a little bit of credibility because  
 15:16:57 25 you're not even -- I mean, that's not -- let's put it this

15:14:24 1 2023 has not been produced and on that, I would let Apple  
 15:14:29 2 speak further.

15:14:29 3 If you have any other further questions for me,  
 15:14:32 4 I'm happy to address them.

15:14:34 5 THE COURT: All right. Apple.

15:14:37 6 MS. CANNOM: Thank you, Your Honor. Hannah  
 15:14:40 7 Cannon on behalf of Apple, Inc. A couple of points that I  
 15:14:43 8 think we need to look at. First of all, it's from Judge  
 15:14:46 9 Hatcher's order where she says that balancing the minimal  
 15:14:50 10 relevance when combined with the harm of disclosure --

15:14:53 11 THE COURT: I might think it's a little bit more  
 15:14:55 12 relevant than she does.

15:14:58 13 MS. CANNOM: What she then goes on to say it  
 15:15:01 14 will necessarily need to generate generalized information  
 15:15:03 15 from the ARM clients. This is different than a source code  
 15:15:05 16 situation where the source code is in a room and what we're  
 15:15:07 17 worried about is inadvertent disclosure of large swaths of  
 15:15:11 18 code. Here we have information that once it's heard --

15:15:15 19 THE COURT: Tell me what exactly that means,  
 15:15:18 20 necessarily -- I don't know why that is, so why is it  
 15:15:23 21 different than you have source code and you say we can't  
 15:15:30 22 make out an infringement case because, you know, the source  
 15:15:34 23 code doesn't have this, or we can make out an infringement  
 15:15:38 24 case so that, therefore, they are, you know, confirming that  
 15:15:41 25 the source code shows that something works. Why -- like,

15:17:00 1 way. The Third Circuit test for confidentiality, you didn't  
 15:17:05 2 meet it when you're telling me that. I'm supposed to go  
 15:17:09 3 line by line in things according to the Third Circuit. So  
 15:17:13 4 you just saying there is an agreement, but you can't even  
 15:17:17 5 see who signed it tells me right then that you're being  
 15:17:21 6 overly inclusive and you're not encouraging me to follow the  
 15:17:26 7 Third Circuit's guidance on confidentiality.

15:17:30 8 MS. CANNOM: Understood, Your Honor. Your  
 15:17:33 9 Honor, and if you were to order that Apple would have to  
 15:17:36 10 produce a redacted version in line with the other ALAs, that  
 15:17:40 11 would be certainly something we would do. Our concern here,  
 15:17:43 12 however, is that the clearly defined serious injury that

15:17:47 13 Apple has vis-a-vis its competitor and more broadly --

15:17:50 14 THE COURT: I'm still not getting it. You're  
 15:17:52 15 telling me it's so harmful to you if the example you gave  
 15:17:57 16 me, the termination provisions were disclosed, yet other  
 15:18:02 17 competitors, termination provisions are disclosed, and maybe  
 15:18:08 18 there is something super secret in Apple's termination  
 15:18:12 19 provision, but the fact that it sort of undermines your  
 15:18:18 20 argument when other competitors are like okay, you can't see  
 15:18:21 21 how much we pay, but you can see what happens if we  
 15:18:24 22 terminate or how we terminate.

15:18:26 23 MS. CANNOM: To be clear, there are multiple  
 15:18:28 24 other ALAs that have been produced in redacted material  
 15:18:32 25 here. What we're concerned is the most recent one which has